EXHIBIT A

FORM OF PROMISSORY NOTE

$75,000

San Francisco, California
November __, 1995

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, The Point Foundation, a California non-profit corporation ("Maker") promises to pay to the order of The Endswell Foundation ("Holder") the principal sum of Seventy-five Thousand Dollars and No Cents ($75,000), together with interest on the unpaid principal balance at the rate of ten percent (10%) per annum from the date hereof until paid in full.

1. Interest. The outstanding principal amount of this Note will bear interest at ten percent (10%) per annum, calculated on a 360-day-a-year basis. Interest will accrue monthly. Maker will receive a credit against accrued interest, up to a maximum of 60% of such accrued interest, for any "In-Kind Payments" which Maker shall make from time to time. For this purpose, "In-Kind Payments" will mean any of the following:

a. Subscriptions to the Whole Earth Review, given at no charge to individuals and organizations in British Columbia selected by mutual agreement of Maker, Holder, and Mr. Joel Solomon.

b. Complimentary copies of the Millennium Whole Earth Catalog, given to individuals and organizations in British Columbia.

c. Complimentary copies of the Whole Earth Review to be given to organizations in British Columbia.

d. Free unclassified advertising in Whole Earth Review for Hollyhock and other organizations selected by agreement of Maker and Holder.

e. Out-of-pocket expenses incurred directly in connection with efforts to expand circulation in British Columbia for products and publications offered by Maker.

Maker may from time to time propose in writing that other types of goods and services be considered In-Kind Payments. Such additional goods and services will be considered In-Kind Payments if Holder or Holder's designee consents in writing. Holder may withhold its consent in its sole discretion.

The In-Kind Payments described in subparagraphs a., c., and d. above will be valued at the retail prices normally charged for the goods and services involved. If goods and services are not sold at retail, then such goods and services will be valued at their fair market value. The In-Kind Payments described in subparagraph b. above will be valued at the wholesale prices normally charged plus shipping.

On each anniversary of the date of this Note, all accrued interest, less any credits resulting from In-Kind Payments, will be added to the outstanding principal balance under the Note.

2. Payment. On the first anniversary of the date of this Note, Maker will pay to Holder five percent (5%) of the then-outstanding sum of the principal balance of this Note, which balance shall include interest accrued during the preceding year and added to principal. Thereafter, on each of the second, third, and fourth anniversaries of the date of this Note, Maker will pay to Holder ten percent (10%) of the then-outstanding sum of the principal balance of this Note, which balances will also reflect the addition of accrued interest. On the fifth anniversary of the date of this Note, the Maker will pay to the Holder a sum equal to all outstanding principal and accrued interest under this Note.

Payments shall be applied first to accrued interest as of the date on which such payments are actually received, and then to the unpaid principal balance.

Any other payments which may become due under the terms of this Note, including the payment of principal and interest on the due dates, penalties, costs, and attorneys' fees, shall bear interest from the date upon which they become due at the rate of ten percent (10%) per annum. Such costs and fees shall become due and payable upon demand by Holder.

3. Security and Collateral. Maker's obligations under this Note are secured by certain collateral, as set forth in that certain "Loan, Security, and Pledge Agreement" dated November 21, 1995, between Maker and Holder (the "Loan Agreement").

4. Prepayment. Holder will have the right to prepay this Note at any time without penalty.

5. Default.

This Note shall be in default in the event that any one of the following occurs:

(1) Maker shall fail to make payment of principal and interest (or any other sum that may become due) on the due date, and such failure shall continue for a period of ten days (10) days; or

(2) An Event of Default shall occur under the Loan Agreement.

Upon occurrence of a default the Holder shall have all rights and remedies provided to it by law, and without limiting the generality of the foregoing, may do any one or more acts described in the following subparagraphs, and in any order it deems appropriate:

(1) Immediately and with notice to Maker, Holder may accelerate Maker's obligations hereunder and all amounts shall immediately become due and payable;

(2) Holder shall have the right to foreclose the security interests created by the Loan Agreement either by judicial or nonjudicial foreclosure, and to otherwise exercise any and all of the rights of a secured creditor under applicable law; and

(3) Holder shall have the right to enforce any one or more of the remedies provided hereunder or by law or in equity either successively or concurrently, and any such action by Holder shall not be deemed an election of remedies or otherwise prevent Holder from pursuing any further remedy it may have hereunder or at law or in equity.

The foregoing notwithstanding, in the course of exercising its creditor's remedies under this Note, Holder will not levy on (a) any trademark registrations or trademark rights owned by Maker relating to the marks, "The Whole Earth Review," "The Millennium Whole Earth Catalog," or "The Whole Earth Catalog," or (b) any copyright registrations or copyright rights related to The Whole Earth Review or The Millennium Whole Earth Catalog or The Whole Earth Catalog.

6. No Personal Liability. This Note is made by Maker, and Maker will be the only party obligated hereon. No officer or director or agent of Maker will be personally liable for any of the obligations arising out of this Note.

7. Notice.

All notices hereunder shall be deemed given if hand-delivered or sent by certified mail, return receipt requested, to Holder at the following addresses:

Mr. Joel Solomon
1910 21st Avenue South
Nashville, Tennessee 37212

The Endswell Foundation
c/o Norine MacDonald, Esq.
Bull, Housser & Tupper
Suite 3000
1055 West Georgia Street
Vancouver, British Columbia
V6E3R3 Canada

and to Maker at the following address:

The Point Foundation
27 Gate Five Road
Sausalito, CA 94965

Maker may from time to time specify other addresses for notice purposes by notifying Holder in writing.

8. Miscellaneous.

If this Note is not paid according to its terms, Maker agrees to pay all costs of collection, including reasonable attorneys' fees, that may be incurred by the Holder in seeking the collection of this Note.

Maker waives protest, demand, presentment, notice of dishonor, and notice of protest in case this Note is not paid at maturity or any installment not paid when due and agree that after maturity of this Note, the time of making payment of the same may be extended without prejudice to the Holder without releasing Maker.

This Note shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, administrators and assigns of the parties and all endorsers or sureties hereof.

Any question of interpretation or enforcement of this Note shall be governed by the laws of the State of California.

THE POINT FOUNDATION, a
California non-profit corporation

By: _____

Its: _____

By: _____

Its: _____

ATTACHMENT B

SCHEDULE OF COLLATERAL

WHOLE EARTH REVIEW
12/31/94
Fixed Asset Additions/Disposals

Description	Placed in Service	Cost
Computer Equipment:		
Performa	1/6/94	2,145
Performa	1/6/94	2,145
Powerbook	1/11/94	3,466
4 MB Upgrade X3	1/14/94	600
Mac Upgrade	1/17/94	286
Quadra 800	1/31/94	4,100
Memory Upgrades	1/31/94	5,068
Quadras (6) @ 2,586	2/4/94	15,516
Powerbooks (2) @ 3,898	2/4/94	7,796
Network System	4/19/94	6,181
Computer Accessories	7/8/94	2,894
Other:		
Meridian Telephone System	6/1/94	28,077
Mobile Phones (2)	2/18/94	1,180
Fax Machine	1/25/94	800
Security System	3/25/94	2,574
CD Sound System	3/20/94	1,533
Total		84,361

Attachment C

Form of UCC-1 Financing Statement

five years from the date of filing, pursuant to Section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) THE POINT FOUNDATION		1A. SOCIAL SECURITY OR FEDERAL TAX NO
1B. MAILING ADDRESS 27 GATE FIVE ROAD	1C. CITY, STATE SAUSALITO CA	1D. ZIP CODE 94965
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO
2B. MAILING ADDRESS	2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER
4. SECURED PARTY NAME THE ENDSWELL FOUNDATION MAILING ADDRESS c/o Norine MacDonald, Esq.; 1055 W. Georgia St., Suite 3000 CITY Vancouver, B.C. xxxxxx V6E 3R3 Canada ZIP CODE		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

1.) All equipment set forth on Exhibit A attached hereto and incorporated herein by reference and 2.) any and all proceeds (whether cash or non cash) derived from such equipment and 3.) proceeds of such proceeds .

7. CHECK IF APPLICABLE ☒	7A. ☐ PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(A) ITEM: ☐ (1) ☐ (2) ☐ (3) ☐ (4)
8. CHECK IF APPLICABLE ☒	☐ DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (N)	

9. THE POINT FOUNDATION ▶ By: ✓ SIGNATURE(S) OF DEBTOR(S)	DATE	CODE 1
THE POINT FOUNDATION TYPE OR PRINT NAME(S) OF DEBTOR(S)		2
THE ENDSWELL FOUNDATION ▶ By: ✓ SIGNATURE(S) OF SECURED PARTY(IES)		3 4
THE ENDSWELL FOUNDATION TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)		5 6
11. Return copy to: NAME Charles P. Ortmeyer, Esq. ADDRESS Howard, Rice, Nemerovski, Canady, Falk & Rabkin CITY A Professional Corporation STATE 3 Embarcadero Center, 7th Floor ZIP CODE San Francisco, CA 94111		7 8 9 0
(1) FILING OFFICER COPY	FORM UCC.1 Approved by the Secretary of State	

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

REDIFORM.

5S801/5P801 POLYPAK (50 SETS)

WHOLE EARTH REVIEW
12/31/94
Fixed Asset Additions/Disposals

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Mobile Phones (2)	2/18/94	1,180
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Total		84,361

Exhibit A to Form UCC-1 Financial Statement

Attachment D

Financial Statements

November 16, 1995

Chuck Ortmeyer
Howard, Rice
Fax 399-3041

Dear Chuck:

Here is a copy of our 9/30/95 balance sheet. Please let me know if it suffices for your purposes. As you can see, it shows no debt. The "deferred revenue" is standard reporting for a periodical. It reflects the fact that people always pay in advance for subscriptions.

One more note on the much-amended "no personal liability" clause. Our board's attorney called me this morning and asked that that read " . . . for any of the obligations or representations arising out of this note."

Thanks. If you have any questions, please give me a call.

Sincerely,

Michael K. Stone
General Manager

16 NOV 95 21:33

27 Gate Five Road, Sausalito, CA 94965 phone: 415/332-1716 fax: 415/332-3110 email: wer@well.com

balsht9/30

POINT FOUNDATION		
BALANCE SHEET		
9/30/95		
Assets		
Cash		$26,246
Accounts receivable		7,733
Loans to employees		4,900
Allowance for doubtful loans		(2,100)
Receivable other		25,000
Equipment		202,962
Leasehold improvements		3,767
Accumulated depreciation		(96,052)
Investments		30,000
Other assets		415

Total assets		$202,871
		==========
Liabilities		
A/P and accrued expenses		$1,296
Deferred revenue		340,245
Fund balance		(138,670)

Total liabilities		$202,871
		==========